IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.8 OF 2004
IN
SUMMARY SUIT NO.3227 OF 2003

Newsprint Trading & Sales Corpn. ....Plaintiff
V/s.
Jai Hind Co-operative Bank Ltd. & Anr. ....Defendants

Mr.Arvind Rathod for the Plaintiff.
None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 22ND AUGUST, 2005.

P.C. :

1. The suit is filed to recover the amounts due in respect of the goods sold and delivered by the Plaintiff to Defendant No.2 as evidenced by two invoices. The receipt of the goods is acknowledged by Defendant No.2 in the invoices as well as other shipping documents.

2. The claim as against Defendant No.1 is on the basis of letter of credit obtained by Defendant No.1 in favour of the Plaintiff. The documents were duly negotiated by the Plaintiff. Despite the same, Defendant No.1 failed and neglected to make the payment in respect thereof.

3. In reply to the Plaintiff's advocate notice demanding the payments, Defendant No.1 stated that a detailed reply on merits would follow. The Plaintiff complained about nonpayment by Defendant No.1 to the Reserve Bank of India and the Reserve Bank of India by its letters dated 15th November, 2002 and 10th June, 2003 directed Defendant No.1 to settle the dispute. There was no reply from Defendant No.1 even to the Reserve Bank of India.

4. There is no affidavit in reply. There is no defence whatsoever to the suit.

5. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed with costs.

. Refund as per rules.